

REMARKS/ARGUMENTS

Claim Amendments

The Applicant has provided amendments to more clearly claim the Applicant's invention in line with the recommendations of the Examiner. In particular, the amendment regarding the limitation in claim 1 beginning "receiving or defining..." has been amended and support for the amendment is found on page 9, line 28 through page 10, line 9. Accordingly, Claims 1-5 and 8-15 are pending in the application. Favorable reconsideration of the application is respectfully requested in view of the foregoing amendments and the following remarks.

Applicant's Response to Advisory Action Comments

The Examiner previously indicated that the Applicant does not define "...the claim terms, as well as many other terms in the claim". The terms recited by the Examiner are specifically, 1) "service level specification" and 2) "ensuring the sum of the provided quality of service...does not exceed limits defined in the service level specification."

The Applicant has amended the claims to more closely define the present invention. The Applicant also believes that the amendments now provide the required structural limitations.

Claim Rejections – 35 U.S.C. § 103 (a)

The Examiner rejected claims 1-15 under 35 U.S.C. § 103(a) as being unpatentable over Nishi (US 2001/0027484 A1) in view of Rhee, *et al.* (US 2004/0081092 A1). The Applicant respectfully traverses the rejection of these claims.

The Applicant respectfully directs the Examiner's attention to amended claim 1:

1. (Currently Amended) A method for providing a predefined quality of service between two communication partners, wherein the two communication partners are connected by at least two connections, a first connection handled by a first network edge node and a second connection handled by a second network edge node, the method comprising the steps of:

maintaining information, by a bandwidth broker, relating to a service level agreement in a service level specification (SLA/SLS);

distributing the service level specification, via an input output unit of the bandwidth broker, to the first and the second network edge node by partitioning or replicating the SLA/SLS; and

controlling the first and the second network edge node to ensure that the sum of the provided quality of service on said connections between the two communication partners does not exceed limits defined in the service level specification. (emphasis added)

Contrary to the Examiner's statement that all elements are disclosed in the Nishi and Rhee references, the claim preamble and the elements regarding 1) maintaining information by a bandwidth broker..., 2) distributing the service level specification, via an input output unit of the bandwidth broker..., and 3) ensuring the sum of the provided quality of service on said connections between the two communication partners does not exceed limits defined in the service level specification, are not disclosed in the Nishi or Rhee references whether considered individually or combined.

As previously argued, the Applicant respectfully contends that the Nishi reference fails to discuss or disclose the Quality of Service metric. The Applicant respectfully contends that the bandwidth broker 23 of Nishi, which includes the service level agreement (SLA) management device 231 fails to ensure that the "sum of the ... quality of service on said connections ... does not exceed limits defined in the service level specification." The cited portion of Nishi discloses various functions of the bandwidth broker and workflow server, but nowhere in the cited portion, or the entire Nishi reference, are there limitations "distributing the service level specification by means of partitioning or replication" or "ensuring the sum of the provided quality of service does not exceed limits defined in the service level specification."

The Rhee reference discloses an invention that requires ingress edge nodes and egress edge nodes to accomplish admission control. As the rejection states, Nishi does not disclose *first and second network edge nodes*. The Applicant does not disagree that Rhee discloses two network edge nodes. However, the Rhee reference uses the edge nodes for a different purpose than the applicant. The base object of Rhee, controlling admission, is different from that of the Applicant as the Applicant is ensuring that a QoS between communication partners (e.g., customer and network provider or two network

providers) does not exceed specified limits, between the communication partners, according to an agreed to service level specification. The Rhee reference is directed to "call admission" through the use of ingress/egress edge nodes. As indicated in the Office Action Rhee is cited only for the two edge nodes missing from the Nishi reference.

Nowhere is there a mention of a service level specification (SLS) in either the Nishi reference or the Rhee references. Nishi and Rhee both fail to disclose or suggest use of the SLS. The SLS is different from a Service Level Agreement (SLA) as the SLA is a subset of, and is included in the SLS. Nor do the cited references disclose distributing an SLS to different edge nodes by partitioning or replication. Essentially both references fail to disclose all limitations that recite/include the SLS.

The Applicant respectfully contends that neither reference, Nishi or Rhee disclose or teach all the limitations of claim 1. This being the case, the Applicant respectfully requests the allowance of claim 1 and analogous claims 9 and 13.

Claims 2-5, 8, 10-12 and 14-15 depend from claims 1, 9 and 13 respectively and recite further limitations in combination with the novel elements of the independent claims. Therefore, the allowance of claims 2-5, 8, 10-12 and 14-15 is respectfully requested.

CONCLUSION

In view of the foregoing remarks, the Applicant believes all of the claims currently pending in the Application to be in a condition for allowance. The Applicant, therefore, respectfully requests that the Examiner withdraw all rejections and issue a Notice of Allowance for all pending claims.

The Applicant requests a telephonic interview if the Examiner has any questions or requires any additional information that would further or expedite the prosecution of the Application.

Respectfully submitted,

/Sidney L. Weatherford/

By Sidney L. Weatherford
Registration No. 45,602

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Ericsson Inc.
6300 Legacy Drive, M/S EVR 1-C-11
Plano, Texas 75024
(972) 583-8656
sidney.weatherford@ericsson.com